

**MUTUAL SETTLEMENT AGREEMENT, COVENANT NOT TO SUE,  
AND RELEASE OF ALL CLAIMS**

This Mutual Settlement Agreement, Covenant Not to Sue, and Release of All Claims ("this Agreement") is made and entered into by and between:

Buncombe County, a body politic organized under the laws of North Carolina ("Buncombe County");

The Guardian Life Insurance Company of America, a mutual insurance company organized under the laws of New York, including all affiliated entities ("Guardian Life");

The Guardian Insurance & Annuity Company, Inc., a Delaware corporation, including all affiliated entities ("GIAC");

Consolidated Planning Holdings, Inc., a North Carolina corporation, including all affiliated entities ("Consolidated Planning");

Boyd F. Cauble ("Boyd Cauble"), a resident of North Carolina and an independent contractor of Consolidated Planning; and

Boyd F. ("Bo") Cauble, Jr. ("Bo Cauble"), a resident of North Carolina and an independent contractor of Guardian Life.

Each of these entities is referred to individually as a "Party," and they are referred to collectively as "the Parties." Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble are sometimes referred to collectively as "the Insurance Entities."

**WITNESSETH:**

WHEREAS, in 2015 and 2016, Guardian Life received applications for whole life insurance policies submitted by certain employees of Buncombe County, to-wit: Michael C. Frue, Amanda L. Stone, Timothy W. Flora, Diane Price, Matthew J. Stone, Paul G. Israel, Jon Creighton, Patricia C. Freeman, Michael G. Greene, and Wanda S. Greene;

WHEREAS, in 2016, GIAC received an application for an annuity contract submitted by a certain employee of Buncombe County, to-wit: Marshall Vebaun;

WHEREAS, Wanda S. Greene (sometimes referred to as "Ms. Greene"), who then was employed by Buncombe County as County Manager, arranged for the applications for the life insurance policies and the application for the annuity contract to be submitted to Guardian Life and to GIAC through Boyd Cauble, Bo Cauble, and Consolidated Planning, an insurance agency;

WHEREAS, Ms. Greene represented to Consolidated Planning, to Boyd Cauble, to Bo Cauble, to Guardian Life, and to GIAC that the life insurance policies and the annuity contract would be provided as a benefit of employment for each of the aforesaid county employees and as

part of their individual compensation by Buncombe County, and that the premiums for the life insurance policies and the annuity contract would be paid by Buncombe County, as an authorized expense of Buncombe County;

WHEREAS, the following life insurance policies were issued by Guardian Life to the following county employees, in response to their applications:

(1) Policy No. 6859714, a whole life insurance policy, was issued to Michael C. Frue, with a Policy Date of September 15, 2015;

(2) Policy No. 6859752, a whole life insurance policy, was issued to Amanda L. Stone, with a Policy Date of September 15, 2015;

(3) Policy No. 6859662, a whole life insurance policy, was issued to Timothy W. Flora, with a Policy Date of September 15, 2015;

(4) Policy No. 6910319, a whole life insurance policy, was issued to Diane Price, with a Policy Date of September 1, 2015;

(5) Policy No. 6859672, a whole life insurance policy, was issued to Diane Price, with a Policy Date of September 15, 2015;

(6) Policy No. 6859734, a whole life insurance policy, was issued to Matthew J. Stone, with a Policy Date of September 15, 2015;

(7) Policy No. 6860138, a whole life insurance policy, was issued to Paul G. Israel, with a Policy Date of September 15, 2015;

(8) Policy No. 6859718, a whole life insurance policy, was issued to Jon E. Creighton, with a Policy Date of September 15, 2015;

(9) Policy No. 6860152, a whole life insurance policy, was issued to Patricia C. Freeman, with a Policy Date of September 15, 2015;

(10) Policy No. 6900857, a whole life insurance policy, was issued to Michael G. Greene, with a Policy Date of June 1, 2016;

(11) Policy No. 6908689, a whole life insurance policy, was issued to Michael G. Greene, with a Policy Date of June 1, 2016;

(12) Policy No. 6908797, a whole life insurance policy, issued to Wanda Greene, with a Policy Date of June 1, 2016; and

(13) Policy No. 6901082, a whole life insurance policy, was issued to Wanda Greene, with a Policy Date of June 1, 2016;

WHEREAS, Annuity Contract No. 105006912 was issued by GIAC to county employee Marshall Vehaun in response to his application, with an Issue Date of September 12, 2016;

WHEREAS, in her capacity as County Manager, Ms. Greene caused advanced premiums to be paid by Buncombe County to Guardian Life and to GIAC for each of the aforesaid life insurance policies and the annuity contract (with the exception of Policy No. 6900857 issued to Michael G. Greene, the premiums for which were paid by personal check written by Wanda S. Greene);

WHEREAS, on or about June 28, 2016, Diane Price took a personal loan from her Policy No. 6859672 in the amount of Nineteen Thousand Fifty-Five and no/00 Dollars (\$19,055.00), which Guardian Life paid to Diane Prince on June 28, 2016, and which was repaid to Guardian Life;

WHEREAS, on or around July 1, 2017, the State Bureau of Investigation began investigating certain actions taken by Ms. Greene as County Manager of Buncombe County;

WHEREAS, Ms. Greene had announced her retirement effective June 30, 2017, and retired from her position as County Manager of Buncombe County on June 30, 2017;

WHEREAS, Buncombe County thereafter informed Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble that Ms. Greene had not been authorized to arrange for issuance of the aforesaid life insurance policies and annuity contract, and that Ms. Greene had not been authorized to pay premiums for the aforesaid life insurance policies and annuity contract with funds of Buncombe County;

WHEREAS, except for Wanda S. Greene, each of the Buncombe County employees identified above has assigned and transferred to Buncombe County all of his or her rights and interest under each of the life insurance policies and the annuity contract identified above, including the right to surrender the life insurance policies and the annuity contract for cancellation, to receive the cash surrender value of each life insurance policy and the annuity contract, and to receive a refund of all premiums that were paid in advance for the life insurance policies and the annuity contract, but that were unearned as of the date of surrender and cancellation;

WHEREAS, copies of the Assignments executed by Michael C. Frue, Amanda L. Stone, Timothy W. Flora, Diane Price, Matthew J. Stone, Paul G. Israel, Jon Creighton, Patricia C. Freeman, Michael G. Greene, and Marshall Vehaun are attached to this Agreement collectively as Exhibit 1;

WHEREAS, as assignee, Buncombe County has agreed to surrender to Guardian Life for cancellation the aforesaid life insurance policies issued to Michael C. Frue, Amanda L. Stone, Timothy W. Flora, Diane Price, Matthew J. Stone, Paul G. Israel, Jon Creighton, and Patricia C. Freeman, and Michael G. Greene, and to surrender to GIAC for cancellation the aforesaid annuity contract issued to Marshall Vehaun;

WHEREAS, with the exception of Policy No. 6910319 issued to Diane Price, Guardian Life has agreed to accept the surrender of the aforesaid life insurance policies issued to Michael C. Frue, Amanda L. Stone, Timothy W. Flora, Diane Price, Matthew J. Stone, Paul G. Israel, Jon Creighton, and Patricia C. Freeman, and Michael G. Greene, and to cancel said life insurance policies effective May 31, 2018;

WHEREAS, Guardian Life has agreed to accept the surrender of Policy No. 6910319 issued to Diane Price and to cancel said life insurance policy effective March 31, 2018;

WHEREAS, GIAC has agreed to accept the surrender of the aforesaid annuity contract issued to Marshall Vebaun, and to cancel said annuity contract retroactively, effective May 31, 2018;

WHEREAS, Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble, have agreed to pay to Buncombe County, as assignee, and Buncombe County has agreed to accept, the total amount stated in paragraph 1(a) below, representing:

(a) the cash surrender value and unearned premiums for the aforesaid life insurance policies issued to Michael C. Frue, Amanda L. Stone, Timothy W. Flora, Diane Price, Matthew J. Stone, Paul G. Israel, Jon Creighton, Patricia C. Freeman, and Michael G. Greene and the annuity contract issued to Marshall Vebaun; and

(b) an amount equal to the first year and renewal commissions paid by Guardian Life and GIAC to Consolidated Planning, Boyd Cauble, and Bo Cauble in connection with the issuance of the life insurance policies and annuity contract to employees of Buncombe County;

WHEREAS, Guardian Life and Buncombe County acknowledge and agree that, with the exception of Policy No. 6910319 issued to Diane Price, the premiums paid by Buncombe County for the aforesaid life insurance policies issued to Michael C. Frue, Amanda L. Stone, Timothy W. Flora, Diane Price, Matthew J. Stone, Paul G. Israel, Jon Creighton, Patricia C. Freeman, and Michael G. Greene were fully earned by Guardian Life through May 31, 2018, the date of cancellation, and that Guardian Life has no obligation to refund said earned premiums to Buncombe County;

WHEREAS, Guardian Life and Buncombe County acknowledge and agree that the premiums paid by Buncombe County for Policy No. 6910319 issued to Diane Price were fully earned by Guardian Life through March 31, 2018, the date of cancellation of said policy, and that Guardian Life has no obligation to refund said earned premiums to Buncombe County;

WHEREAS, GIAC and Buncombe County acknowledge and agree that the premiums paid by Buncombe County for the aforesaid annuity contract issued to Marshall Vebaun were fully earned by GIAC through May 31, 2018, the date of cancellation, and that GIAC has no obligation to refund said earned premiums to Buncombe County;

WHEREAS, Buncombe County and Guardian Life acknowledge and agree that on or about July 13, 2017, Wanda S. Greene exercised her right, as the owner of Policy No. 6908797

and Policy No. 6901082, to surrender said policies to Guardian Life, and that Guardian Life paid to Ms. Greene, as owner, the cash surrender value of each of said policies;

WHEREAS, Buncombe County and Guardian Life acknowledge and agree that Buncombe County has no ability to surrender for cancellation the aforesaid life insurance policies issued to Wanda S. Greene, that no payment will be made to Buncombe County by Guardian Life with respect to those policies, and that this Agreement nevertheless will resolve and extinguish all claims which Buncombe County may have against Guardian Life and/or Consolidated Planning and/or Boyd Cauble and/or Bo Cauble with regard to the aforesaid life insurance policies issued to Wanda S. Greene;

WHEREAS, the Parties have agreed to compromise and settle any and all claims and disputes among them arising out of, or in any way related to, Buncombe County's allegations, the life insurance policies issued by Guardian Life to Michael C. Frue, Amanda L. Stone, Timothy W. Flora, Diane Price, Matthew J. Stone, Paul G. Israel, Jon Creighton, Patricia C. Freeman, Michael G. Greene, and Wanda S. Greene, the annuity contract issued by GIAC to Marshall Vebaun, and the payment of premiums by Buncombe County for said life insurance policies and annuity contract;

NOW, THEREFORE, in consideration of the mutual promises exchanged, the surrender by Buncombe County to Guardian Life of the aforesaid life insurance policies issued to Michael C. Frue, Amanda L. Stone, Timothy W. Flora, Diane Price, Matthew J. Stone, Paul G. Israel, Jon Creighton, Patricia C. Freeman, and Michael G. Greene, the surrender to GIAC of the aforesaid annuity contract issued to Marshall Vebaun, and the releases described in this Agreement, the Parties agree as follows:

1. Consideration.

(a) In consideration of the releases set forth herein and the surrender for cancellation of each life insurance policy and the annuity contract identified in paragraph 1(b), below, Guardian Life agrees to pay to Buncombe County the total sum of Two Million Eighty-Eight Thousand Seven Hundred Forty Dollars and Seventy Cents (\$2,088,740.70) within fifteen (15) business days of Guardian Life's receipt of this fully executed Agreement. Such payment shall be made by check issued by Guardian Life payable to "Buncombe County." Unless and until the foregoing conditions are satisfied, Guardian Life shall not be obligated to make any settlement payment. Such payment shall be made on behalf of Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble.

(b) The sum of \$2,088,740.70 represents the total surrender value of, and a refund of all unearned premiums under, the following life insurance policies and annuity contract, and the first year and renewal commissions paid under said insurance policies and annuity contract:

- (1) Policy No. 6859714 issued to Michael C. Frue;
- (2) Policy No. 6859752 issued to Amanda L. Stone;

- (3) Policy No. 6859662 issued to Timothy W. Flora;
- (4) Policy No. 6910319 issued to Diane Price;
- (5) Policy No. 6859672 issued to Diane Price;
- (6) Policy No. 6859734 issued to Matthew J. Stone;
- (7) Policy No. 6860138 issued to Paul G. Israel;
- (8) Policy No. 6859718 issued to Jon E. Creighton;
- (9) Policy No. 6860152 issued to Patricia C. Freeman;
- (10) Policy No. 6900857 issued to Michael G. Greene;
- (11) Policy No. 6908689 issued to Michael G. Greene; and
- (12) Annuity Contract No. 105006912 issued to Marshall Vchaun.

(c) The Parties agree that the aforesaid life insurance policies identified in paragraphs (1) through (11) and the annuity contract identified in paragraph (12) are hereby canceled and forever terminated; no further benefits whatsoever will be payable under any of the aforesaid life insurance policies identified in paragraphs (1) through (11) and the annuity contract identified in paragraph (12), and that no rights or coverage will exist under any of the aforesaid life insurance policies identified in paragraphs (1) through (11) and the annuity contract identified in paragraph (12).

(d) The Parties agree that the consideration recited in this Agreement is adequate and sufficient.

(e) No representation is made by the Insurance Entities regarding any potential tax consequences of the payment to be made in accordance with paragraph 1(a) of this Agreement. The Parties understand and agree that the Insurance Entities have no responsibility for any tax consequences of the payment to be made pursuant to this Agreement.

2. **Full Discharge of Obligations and Indemnity by Buncombe County for Liens.** Each Party (Buncombe County, Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble ) further acknowledges and agrees that the promises set forth in Paragraph 1 shall constitute full and final discharge of the Insurance Entities' payment obligations. The Insurance Entities have no responsibility or liability for apportionment and/or disbursement of the settlement proceeds by Buncombe County and/or any other person or entity. If any claim is asserted against the Insurance Entities by any purported beneficiary or lienholder of the settlement proceeds, then Buncombe County agrees to indemnify and hold harmless the Insurance Entities for such claims or suits based upon alleged improper disbursement of apportionment of the settlement proceeds.

3. Authority to Release. Each Party (Buncombe County, Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble) represents and warrants that it/he has not assigned its/his claims to any other person or entity, and that it/he has authority and wishes to resolve any and all potential claims against the other Parties, including but not limited to claims related to or arising out of the life insurance policies and the annuity contract identified in this Agreement, including the life insurance policies issued to Wanda S. Greenc.

4. Mutual Discharge, Release, and Covenant Not to Sue. For and in consideration of the payment set forth above and the mutual promises contained herein, each Party (Buncombe County, Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble), on its/his own behalf and on behalf of its/his officers, directors, agents, employees, representatives, attorneys, parent corporations, subsidiaries, divisions, affiliates, insurers, administrators, fiduciaries, successors and predecessors, does hereby irrevocably and unconditionally release, remise, acquit and discharge each of the other Parties, their controlled or affiliated entities, and any of their past, present, and future officers, directors, agents (including but not limited to Andrew G. Brincefield, Boyd Cauble, and Bo Cauble), employees, representatives, attorneys, parent corporations, subsidiaries, divisions, affiliates, insurers, administrators, fiduciaries, successors, and predecessors (collectively "the Released Parties"), from any and all claims, demands, actions or causes of action, or suits of law or in equity, whether based upon contract or tort, or any other legal or equitable theory of recovery, known or unknown, past, present, or future, suspected to exist or not suspected to exist, anticipated or not anticipated, which have arisen, are now arising, or hereafter may arise, including but not limited to claims arising out of or related to the issuance of the aforesaid life insurance policies and annuity contract identified in this Agreement, including the life insurance policies issued to Wanda S. Greenc. Each Party (Buncombe County, Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble) hereby covenants to bring no lawsuit, action, or legal proceeding of any kind against the Released Parties based on the matters described in this Agreement.

5. No Future Claim. Each Party (Buncombe County, Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble) acknowledges that (a) it/he and other persons or entities claiming through it/him shall not be entitled to bring a lawsuit or other legal action arising out of the matters described in this Agreement against any of the Released Parties, and that (b) the payment and mutual promises specified herein are in full and final settlement of all claims that each Party may have currently or that may be available to each Party arising out of or related to such events.

6. No Admission of Liability. Each Party (Buncombe County, Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble) acknowledges and agrees that this Agreement is a compromise of disputed claims and that this Agreement does not constitute an admission of liability by any Party.

7. Assignment of Benefits and Indemnification. Each Party (Buncombe County, Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble) expressly warrants and represents that it/he has not assigned or transferred individually or through another any right,

title, interest, or claim that it/he has or may have related to the matters described in this Agreement, and that it/he will indemnify and hold harmless each of the other Parties against any claims based on such any assignment or purported assignment thereof.

8. **Fees and Costs:** Each Party (Buncombe County, Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble) shall bear its/his own respective costs and fees (including attorney's fees) with regard to the claims and issues related to the aforesaid life insurance policies and annuity contract, and all dispute-related fees, costs, and expenses. Each Party expressly waives any right to petition any court to award or tax any other costs, interest, or expenses related to such claims and issues.

9. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

10. **Voluntary Execution; Right to Consult with Counsel:** Each Party (Buncombe County, Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble) acknowledges that it/he understands its/his right to retain counsel and each Party has either consulted with counsel or knowingly elected not to do so. Each Party acknowledges and agrees that the terms of this Agreement are fair and reasonable, and are clear and unambiguous. Each Party also states that it/he has read this Agreement, that it/he fully understands the contents of this Agreement, and that its/his execution of this Agreement is voluntary and informed. This Agreement has been prepared through the combined efforts of the Parties and shall not be construed or interpreted against any Party. Each Party understands that this Agreement is legally binding.

11. **Counterparts or Duplicate Agreements:** Each Party (Buncombe County, Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble) acknowledges and agrees that facsimile signatures shall be deemed to be original signatures for any and all purposes and that an accurate facsimile or photocopy of the fully executed Agreement shall be deemed to be an original for any and all purposes.

12. **Entire Agreement:** Each Party (Buncombe County, Guardian Life, GIAC, Consolidated Planning, Boyd Cauble, and Bo Cauble) acknowledges and agrees that this Agreement is a full, final, and complete settlement agreement, covenant not to sue, and release with respect to all claims and potential claims by any Party against the Released Parties. This Agreement contains the entire understanding and agreement between the Parties; and there are no representations, warranties, covenants, promises, or undertakings, oral or otherwise, that are not expressly set forth or incorporated by reference herein. All prior discussions and negotiations are merged and integrated into this Agreement.

IN WITNESS WHEREOF, the following person(s) have executed this **MUTUAL SETTLEMENT AGREEMENT, COVENANT NOT TO SUE, AND RELEASE OF ALL CLAIMS** to be effective as of the date written below:



BUNCOMBE COUNTY, NORTH CAROLINA

Brownie Newman

\_\_\_\_\_  
Date

By: Brownie Newman

Title: Chairman of the County Commission

Buncombe County, North Carolina

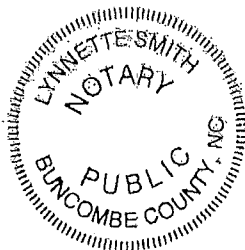
Sworn to and subscribed before me this day by Brownie Newman

Date: 8/21/2018

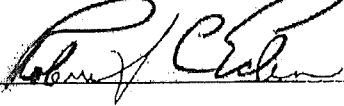
Lynnette Smith  
\_\_\_\_\_  
Lynnette Smith, Notary Public  
Typed or printed name

[Official Seal]

My Commission expires: 5/18/2019



THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA



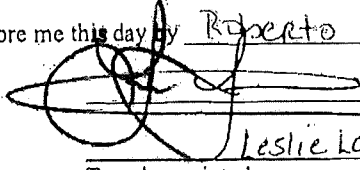
8/27/18  
Date

By: Roberto Ecker

Title: Senior VP and CFO, Individual Markets

New York County, New York

Sworn to and subscribed before me this day by Roberto Ecker

Date: 8/27/2018   
\_\_\_\_\_  
Typed or printed name

[Official Seal]

My Commission expires: 10/04/2018

LESLIE LAWRENCE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01LA6229069  
Qualified in Kings County  
My Commission Expires October 04, 2018

THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.

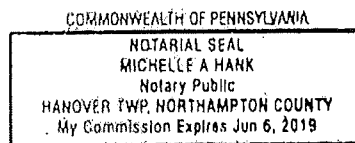
[Signature]

August 28, 2018  
Date

By: Gregg Kauffman

Title: AVP, Operations

Northampton County, Pennsylvania  
New York



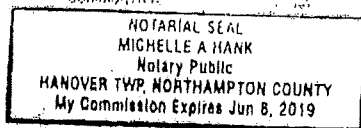
Sworn to and subscribed before me this day by Gregg Kauffman

Date: 8/28/18 [Signature]

Michelle A Hank, Notary Public  
Typed or printed name

[Official Seal]

My Commission expires: 6/6/2019



CONSOLIDATED PLANNING HOLDINGS, INC.

Andrew G. BRINCEFIELD

8/23/18  
Date

By: [Signature]

Title: CEO & President

Mecklenburg County, North Carolina

Sworn to and subscribed before me this day by Andrew G Brincefield

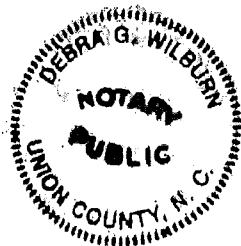
Date: 8-23-2018

Debra G Wilburn

Debra G Wilburn, Notary Public  
Typed or printed name

[Official Seal]

My Commission expires: 03-19-2020



Boyd F. Cauble  
BOYD F. CAUBLE

Date: 8/29/2018

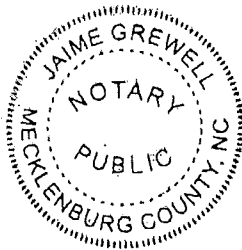
Sworn to and subscribed before me this day by Boyd F. Cauble

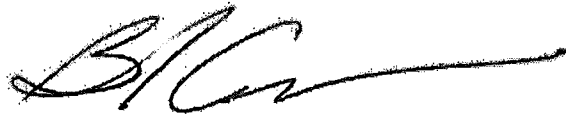
Date: 8/29/2018

Jaime Grewell  
Jaime Grewell, Notary Public  
Typed or printed name

[Official Seal]

My Commission expires: May 18, 2019



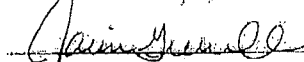


BOYD F. ("BO") CAUBLE, JR.

Date: 8/29/2018

Sworn to and subscribed before me this day by Boyd F. ("Bo") Cauble, Jr.

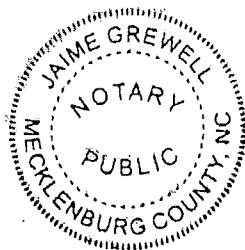
Date: 8/29/2018

 \_\_\_\_\_

Jaime Grewell, Notary Public  
Typed or printed name

[Official Seal]

My Commission expires: May 18, 2019



# Exhibit 1

### Assignment of Whole Life Insurance Policy

This Assignment of Life Insurance Policy (the "Assignment") is made and entered on December 1, 2017, by and between Michael C. Frue, ("Assignor") and Buncombe County, a body politic, organized under the laws of the State of North Carolina ("Assignee") (collectively referred to as the "Parties"). Assignor is the owner of a whole life insurance policy No. 6859714 issued on October 12, 2015 by Guardian Life Insurance Company (herein "Policy").

Whereas, on or around September 15, 2015, Assignor received the pre-paid whole life insurance Policy # 6859714 from Buncombe County represented to Assignor by the then County Manager, Wanda Greene, to be deferred compensation; and

Whereas, County Manager Greene represented to Assignor that the County Commissioners had approved the funding for and purchase of the Policy; and

Whereas, on or around July 1, 2017, the State Bureau of Investigation began investigating certain actions taken by Wanda Greene as County Manager for Buncombe County; and

Whereas, there are questions as to whether the County Commissioners specifically approved the funding for and purchase of the Policy; and

Whereas, the SBI and U.S. Attorney had placed a now expired 60-day hold on releasing any documents involved in the investigation; and

Whereas, by reason of the questions raised as to County specific approval of the funding for and purchase of said Policy and other similar transactions, Assignor desires to transfer and assign the Policy to the County so that the County might recover any unused prepaid premiums made therefor.

The Parties now agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns and transfers the Policy without limitation to Assignee including all assignable benefits, interest, property and rights in the Policy held by Assignor.
2. **ASSUMPTION OF OBLIGATIONS:** Assignee acknowledges the receipt of a copy of the Policy. Assignee hereby accepts all of Assignor's interests, rights, duties and obligations remaining in the Policy.
3. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns.
4. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.



5. NOTICE: Any notice required or otherwise given pursuant to this Assignment shall be in writing and delivered to:

Assignor:  
Michael C. Frue

REDACTED: [REDACTED]

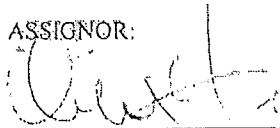
Assignee:  
Buncombe County  
c/o the County Manager  
200 College Street, Suite 300  
Asheville, NC 28801

6. In the event any additional forms or documents are required by Guardian Life Insurance Company to complete the assignment and transfer of all of Assignor's rights in and to the aforesaid Policy # 6859714 issued by said Company to Assignor, Assignor and Assignee hereby agree to promptly do so upon request.

7. WAIVER: The failure of either party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:



Michael C. Frue

ASSIGNEE:

BUNCOMBEE COUNTY

By: Brownie Newman

Brownie Newman, Chairman

NOTICE OF ASSIGNMENT OF WHOLE LIFE INSURANCE POLICY

Date: December 1, 2017

To: Guardian Life Insurance Company

Re: Assignment of Whole Life Insurance Policy No. 6859714

To Whom It May Concern:

This notice is in reference to the following described contract:

Please be advised that as of December 1, 2017 all right, title, and interest of Michael C. Frue in and to (1) Whole Life Insurance Policy, issued October 12, 2015 with Guardian Life Insurance Policy owned by Michael C. Frue, State of North Carolina, have been permanently assigned to Buncombe County.

Please be advised that all of the obligations and rights of the undersigned in and to the said Policy is now the responsibility of the new party to the Policy.

Braunie Nau

### Assignment of Whole Life Insurance Policy

This Assignment of Life Insurance Policy (the "Assignment") is made and entered on December 1, 2017, by and between Amanda L. Stone, ("Assignor") and Buncombe County, a body politic, organized under the laws of the State of North Carolina ("Assignee") (collectively referred to as the "Parties"). Assignor is the owner of a whole life insurance policy no. 6859752 issued on October 13, 2015 by Guardian Life Insurance Company (herein "Policy").

Whereas, on or around September 15, 2015, Assignor received the pre-paid whole life insurance Policy # 6859752 from Buncombe County represented to Assignor by the then County Manager, Wanda Greene, to be deferred compensation; and

Whereas, County Manager Greene represented to Assignor that the County Commissioners had approved the funding for and purchase of the Policy; and

Whereas, on or around July 1, 2017, the State Bureau of Investigation began investigating certain actions taken by Wanda Greene as County Manager for Buncombe County; and

Whereas, there are questions as to whether the County Commissioners specifically approved the funding for and purchase of the Policy; and

Whereas, the SBI and U.S. Attorney had placed a now expired 60-day hold on releasing any documents involved in the investigation; and

Whereas, by reason of the questions raised as to County specific approval of the funding for and purchase of said Policy and other similar transactions, Assignor desires to transfer and assign the Policy to the County so that the County might recover any unused prepaid premiums made therefor.

The Parties now agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns and transfers the Policy without limitation to Assignee including all assignable benefits, interest, property and rights in the Policy held by Assignor.
2. **ASSUMPTION OF OBLIGATIONS:** Assignee acknowledges the receipt of a copy of the Policy. Assignee hereby accepts all of Assignor's interests, rights, duties and obligations remaining in the Policy.
3. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns.
4. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

5. NOTICE: Any notice required or otherwise given pursuant to this Assignment shall be in writing and delivered to:

Assignor:  
Amanda L. Stone

**REDACTED**


Assignee:  
Buncombe County  
c/o the County Manager  
200 College Street, Suite 300  
Asheville, NC 28801

6. In the event any additional forms or documents are required by Guardian Life Insurance Company to complete the assignment and transfer of all of Assignor's rights in and to the aforesaid Policy # 6859752 issued by said Company to Assignor, Assignor and Assignee hereby agree to promptly do so upon request.

7. WAIVER: The failure of either party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

  
\_\_\_\_\_

Amanda L. Stone

ASSIGNEE:

BUNCOMBEE COUNTY

By: Brownie Newman  
Brownie Newman, Chairman

NOTICE OF ASSIGNMENT OF WHOLE LIFE INSURANCE POLICY

Date: December 1, 2017

To: Guardian Life Insurance Company

Re: Assignment of Whole Life Insurance Policy No. 6859752

To Whom It May Concern:

This notice is in reference to the following described contract:

Please be advised that as of December 1, 2017, all right, title, and interest of Amanda L. Stone in and to (1) Whole Life Insurance Policy, Dated September 15, 2015 with Guardian Life Insurance Policy owned by Amanda L. Stone, State of North Carolina, have been permanently assigned to Buncombe County.

Please be advised that all of the obligations and rights of the undersigned in and to the said Policy is now the responsibility of the new party to the Policy.

Bonnie New

### Assignment of Whole Life Insurance Policy

This Assignment of Life Insurance Policy (the "Assignment") is made and entered on December 1, 2017, by and between Timothy W. Flora, ("Assignor") and Buncombe County, a body politic, organized under the laws of the State of North Carolina ("Assignee") (collectively referred to as the "Parties"). Assignor is the owner of a whole life insurance policy no. 6859662 issued on October 12, 2015 by Guardian Life Insurance Company (herein "Policy").

Whereas, on or around September 15, 2015, Assignor received the pre-paid whole life insurance Policy # 6859662 from Buncombe County represented to Assignor by the then County Manager, Wanda Greene, to be deferred compensation; and

Whereas, County Manager Greene represented to Assignor that the County Commissioners had approved the funding for and purchase of the Policy; and

Whereas, on or around July 1, 2017, the State Bureau of Investigation began investigating certain actions taken by Wanda Greene as County Manager for Buncombe County; and

Whereas, there are questions as to whether the County Commissioners specifically approved the funding for and purchase of the Policy; and

Whereas, the SBI and U.S. Attorney had placed a now expired 60-day hold on releasing any documents involved in the investigation; and

Whereas, by reason of the questions raised as to County specific approval of the funding for and purchase of said Policy and other similar transactions, Assignor desires to transfer and assign the Policy to the County so that the County might recover any unused prepaid premiums made therefor.

The Parties now agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns and transfers the Policy without limitation to Assignee including all assignable benefits, interest, property and rights in the Policy held by Assignor.
2. **ASSUMPTION OF OBLIGATIONS:** Assignee acknowledges the receipt of a copy of the Policy. Assignee hereby accepts all of Assignor's interests, rights, duties and obligations remaining in the Policy.
3. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns.
4. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

5. NOTICE: Any notice required or otherwise given pursuant to this Assignment shall be in writing and delivered to:

Assignor:  
Timothy W. Flora

REDACTED

Assignee:  
Buncombe County  
c/o the County Manager  
200 College Street, Suite 300  
Asheville, NC 28801

6. In the event any additional forms or documents are required by Guardian Life Insurance Company to complete the assignment and transfer of all of Assignor's rights in and to the aforesaid Policy # 6859662 issued by said Company to Assignor, Assignor and Assignee hereby agree to promptly do so upon request.

7. WAIVER: The failure of either party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

Timothy W. Flora  
Timothy W. Flora

ASSIGNEE:

BUNCOMBEE COUNTY

By: Brownie Newman  
Brownie Newman, Chairman

NOTICE OF ASSIGNMENT OF WHOLE LIFE INSURANCE POLICY

Date: December 1, 2017

To: Guardian Life Insurance Company

Re: Assignment of Whole Life Insurance Policy No. 6859662

To Whom It May Concern:

This notice is in reference to the following described contract:

Please be advised that as of December 1, 2017, all right, title, and interest of Tim Flora in and to (1) Whole Life Insurance Policy, issued October 12, 2015 with Guardian Life Insurance Policy owned by Tim Flora, State of North Carolina, have been permanently assigned to Buncombe County.

Please be advised that all of the obligations and rights of the undersigned in and to the said Policy is now the responsibility of the new party to the Policy.

Brown New



### Assignment of Whole Life Insurance Policy

This Assignment of Life Insurance Policy (the "Assignment") is made and entered on December 1, 2017, by and between Diane Price, ("Assignor") and Buncombe County, a body politic, organized under the laws of the State of North Carolina ("Assignee") (collectively referred to as the "Parties"). Assignor is the owner of a whole life insurance policies No. 6859672 issued on October 12, 2015 and whole life insurance policy No. 6910319 issued on August 30, 2016 by Guardian Life Insurance Company (herein "Policies").

Whereas, on or around September 15, 2015, Assignor received the pre-paid whole life insurance Policy # 6859752 from Buncombe County represented to Assignor by the then County Manager, Wanda Greene, to be deferred compensation; and

Whereas, on or around September 1, 2016, Assignor received the pre-paid whole life insurance Policy # 6910319 from Buncombe County represented to Assignor by the then County Manager, Wanda Greene, to be deferred compensation; and

Whereas, County Manager Greene represented to Assignor that the County Commissioners had approved the funding for and purchase of the Policies; and

Whereas, on or around July 1, 2017, the State Bureau of Investigation began investigating certain actions taken by Wanda Greene as County Manager for Buncombe County; and

Whereas, there are questions as to whether the County Commissioners specifically approved the funding for and purchase of the Policies; and

Whereas, the SBI and U.S. Attorney had placed a now expired 60-day hold on releasing any documents involved in the investigation; and

Whereas, by reason of the questions raised as to County specific approval of the funding for and purchase of said Policies and other similar transactions, Assignor desires to transfer and assign the Policies to the County so that the County might recover any unused prepaid premiums made therefor.

The Parties now agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns and transfers the Policies without limitation to Assignee including all assignable benefits, interest, property and rights in the Policies held by Assignor.
2. **ASSUMPTION OF OBLIGATIONS:** Assignee acknowledges the receipt of a copy of the Policies. Assignee hereby accepts all of Assignor's interests, rights, duties and obligations remaining in the Policies.

3. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns.

4. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

5. **NOTICE:** Any notice required or otherwise given pursuant to this Assignment shall be in writing and delivered to:

Assignor:  
Diane Price

**REDACTED**

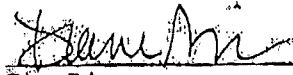
Assignee:  
Buncombe County  
c/o the County Manager  
200 College Street, Suite 300  
Asheville, NC 28801

6. In the event any additional forms or documents are required by Guardian Life Insurance Company to complete the assignment and transfer of all of Assignor's rights in and to Policy # 6859752 and Policy# 6910319 issued by said Company to Assignor, Assignor and Assignee hereby agree to promptly do so upon request.

7. **WAIVER:** The failure of either party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.

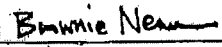
IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

  
Diane Price

ASSIGNEE:

BUNCOMBEE COUNTY

By:   
Brownie Newman, Chairman

NOTICE OF ASSIGNMENT OF WHOLE LIFE INSURANCE POLICY

Date: December 1, 2017

To: Guardian Life Insurance Company

Re: Assignment of Whole Life Insurance Policy No. 6859752 and Policy No. 6910319

To Whom It May Concern:

This notice is in reference to the following described contract:

Please be advised that as of December 1, 2017, all right, title, and interest of Diane Price in and to (1) Whole Life Insurance Policy, Dated September 15, 2015 with Guardian Life Insurance Policy owned by Diane Price and (2) Whole Life Insurance Policy, Dated August 30, 2016 with Guardian Life Insurance Policy owned by Diane Price, State of North Carolina, have been permanently assigned to Buncombe County.

Please be advised that all of the obligations and rights of the undersigned in and to the said Policies is now the responsibility of the new party to the Policies.

Brownie New

### Assignment of Whole Life Insurance Policy

This Assignment of Life Insurance Policy (the "Assignment") is made and entered on December 1, 2017, by and between Matthew J. Stone, ("Assignor") and Buncombe County, a body politic, organized under the laws of the State of North Carolina ("Assignee") (collectively referred to as the "Parties"). Assignor is the owner of a whole life insurance policy no. 6859734 dated on September 15, 2015 by Guardian Life Insurance Company (herein "Policy").

Whereas, on or around September 15, 2015, Assignor received the pre-paid whole life insurance Policy # 6859734 from Buncombe County represented to Assignor by the then County Manager, Wanda Greene, to be deferred compensation; and

Whereas, County Manager Greene represented to Assignor that the County Commissioners had approved the funding for and purchase of the Policy; and

Whereas, on or around July 1, 2017, the State Bureau of Investigation began investigating certain actions taken by Wanda Greene as County Manager for Buncombe County; and

Whereas, there are questions as to whether the County Commissioners specifically approved the funding for and purchase of the Policy; and

Whereas, the SBI and U.S. Attorney had placed a now-expired 60-day hold on releasing any documents involved in the investigation; and

Whereas, by reason of the questions raised as to County specific approval of the funding for and purchase of said Policy and other similar transactions, Assignor desires to transfer and assign the Policy to the County so that the County might recover any unused prepaid premiums made therefor.

The Parties now agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns and transfers the Policy without limitation to Assignee including all assignable benefits, interest, property and rights in the Policy held by Assignor.
2. **ASSUMPTION OF OBLIGATIONS:** Assignee acknowledges the receipt of a copy of the Policy. Assignee hereby accepts all of Assignor's interests, rights, duties and obligations remaining in the Policy.
3. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns.
4. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

5. NOTICE: Any notice required or otherwise given pursuant to this Assignment shall be in writing and delivered to:

Assignor:

Matthew J. Stone

**REDACTED**

Assignee:

Buncombe County

c/o the County Manager

200 College Street, Suite 300

Asheville, NC 28801

6. In the event any additional forms or documents are required by Guardian Life Insurance Company to complete the assignment and transfer of all of Assignor's rights in and to the aforesaid Policy # 6859734 issued by said Company to Assignor, Assignor and Assignee hereby agree to promptly do so upon request.

7. WAIVER: The failure of either party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

Matthew J. Stone  
Matthew J. Stone

ASSIGNEE:

BUNCOMBEE COUNTY

By: Brownie Newman  
Brownie Newman, Chairman

NOTICE OF ASSIGNMENT OF WHOLE LIFE INSURANCE POLICY

Date: December 1, 2017

To: Guardian Life Insurance Company

Re: Assignment of Whole Life Insurance Policy No. 6859734

To Whom It May Concern:

This notice is in reference to the following described contract:

Please be advised that as of December 1, 2017, all right, title, and interest of Matthew J. Stone in and to (1) Whole Life Insurance Policy, dated September 15, 2015 with Guardian Life Insurance Policy owned by Matthew J. Stone, State of North Carolina, have been permanently assigned to Buncombe County.

Please be advised that all of the obligations and rights of the undersigned in and to the said Policy is now the responsibility of the new party to the Policy.

Bonnie N...

### **Assignment of Whole Life Insurance Policy**

This Assignment of Life Insurance Policy (the "Assignment") is made and entered on December 4, 2017, by and between Paul G. Isreal, ("Assignor") and Buncombe County, a body politic, organized under the laws of the State of North Carolina ("Assignee")(collectively referred to as the "Parties"). Assignor is the owner of a whole life insurance policy no. 6860138 dated on September 15, 2015 by Guardian Life Insurance Company (herein "Policy").

Whereas, on or around September 15, 2015, Assignor received the pre-paid whole life insurance Policy # 6860138 from Buncombe County represented to Assignor by the then County Manager, Wanda Greene, to be deferred compensation (herein "Policy"); and

Whereas, County Manager Greene represented to Assignor that the County Commissioners had approved the funding for and purchase of the Policy; and

Whereas, on or around July 1, 2017, the State Bureau of Investigation began investigating certain actions taken by Wanda Greene as County Manager for Buncombe County; and

Whereas, there are questions as to whether the County Commissioners specifically approved the funding for and purchase of the Policy; and

Whereas, the SBI and U.S. Attorney had placed a now expired 60-day hold on releasing any documents involved in the investigation; and

Whereas, by reason of the questions raised as to County specific approval of the funding for and purchase of said Policy and other similar transactions, Assignor desires to transfer and assign the Policy to the County so that the County might recover any unused prepaid premiums made therefor.

The Parties now agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns and transfers the Policy without limitation to Assignee including all assignable benefits, interest, property and rights in the Policy held by Assignor.
2. **ASSUMPTION OF OBLIGATIONS:** Assignee acknowledges the receipt of a copy of the Policy. Assignee hereby accepts all of Assignor's interests, rights, duties and obligations remaining in the Policy.
3. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns.
4. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

5. NOTICE: Any notice required or otherwise given pursuant to this Assignment shall be in writing and delivered to:

Assignor:  
Paul G. Langel  
**REDACTED**

Assignee:  
Burcombe County  
c/o the County Manager  
200 College Street, Suite 300  
Asheville, NC 28801

6. In the event any additional forms or documents are required by Guardian Life Insurance Company to complete the assignment and transfer of all of Assignor's rights in and to the aforesaid Policy # 6860138 issued by said Company to Assignor, Assignor and Assignee hereby agree to promptly do so upon request.

7. WAIVER: The failure of either party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

Paul G. Langel

ASSIGNEE:

BUNCOMBEE COUNTY

By: Brownie Newin  
Brownie Newin, Chairman



NOTICE OF ASSIGNMENT OF WHOLE LIFE INSURANCE POLICY

Date: December 4, 2017

To: Guardian Life Insurance Company

Re: Assignment of Whole Life Insurance Policy No. 6860138

To Whom It May Concern:

This notice is in reference to the following described contract:

Please be advised that as of December 4, 2017, all right, title, and interest of Paul G. Isreal in and to (1) Whole Life Insurance Policy, Dated September 15, 2015 with Guardian Life Insurance Policy owned by Paul G. Isreal, State of North Carolina, have been permanently assigned to Runcombe County.

Please be advised that all of the obligations and rights of the undersigned in and to the said Policy is now the responsibility of the new party to the Policy.

Branine New

### Assignment of Whole Life Insurance Policy

This Assignment of Life Insurance Policy (the "Assignment") is made and entered on January 12, 2018, by and between Jon E. Creighton, ("Assignor") and Buncombe County, a body politic, organized under the laws of the State of North Carolina ("Assignee") (collectively referred to as the "Parties"). Assignor is the owner of a whole life Insurance Policy No. 6859718 issued on or around October 13, 2015 by Guardian Life Insurance Company (herein "Policy").

Whereas, on or around September 15, 2015, Assignor received the pre-paid whole life insurance Policy No. 6859718 from Buncombe County represented to him by the then County Manager, Wanda Greene, to be deferred compensation; and

Whereas, County Manager Greene represented to Assignor that the County Commissioners had approved the funding for and purchase of the Policy; and

Whereas, on or around July 1, 2017, the State Bureau of Investigation began investigating certain actions taken by Wanda Greene as County Manager for Buncombe County; and

Whereas, there are questions as to whether the County Commissioners specifically approved the funding for and purchase of the Policy; and

Whereas, the SBI and U.S. Attorney had placed a now expired 60-day hold on releasing any documents involved in the investigation; and

Whereas, by reason of the questions raised as to County specific approval of the funding for and purchase of said Policy and other similar transactions, Assignor desires to transfer and assign the Policy to the County so that the County might recover any unused prepaid premiums made therefor.

The Parties now agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns and transfers the Policy without limitation to Assignee including all assignable benefits, interest, property and rights in the Policy held by Assignor.
2. **ASSUMPTION OF OBLIGATIONS:** Assignee acknowledges the receipt of a copy of the Policy. Assignee hereby accepts all of Assignor's interests, rights, duties and obligations remaining in the Policy.
3. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns.
4. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

5. NOTICE: Any notice required or otherwise given pursuant to this Assignment shall be in writing and delivered to:

Assignor:  
Jon E. Creighton

REDACTED

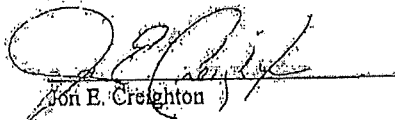
Assignee:  
Buncombe County  
c/o the County Manager  
205 College Street, Suite 300  
Asheville, NC 28801

6. In the event any additional forms or documents are required by Guardian Life Insurance Company to complete the assignment and transfer of all of Assignor's rights in and to the aforesaid Policy # 6859718 issued by said Company to Assignor, Assignor and Assignee hereby agree to promptly do so upon request.

7. WAIVER: The failure of either party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.

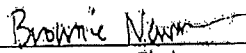
IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

  
Jon E. Creighton

ASSIGNEE:

BUNCOMBE COUNTY

By:   
Brownie Newman, Chairman  
Buncombe County Board of Commissioners

NOTICE OF ASSIGNMENT OF WHOLE LIFE INSURANCE POLICY

Date: January 12, 2018

To: Guardian Life Insurance Company

Re: Assignment of Whole Life Insurance Policy No. 6859718

To Whom It May Concern:

This notice is in reference to the following described contract:

Please be advised that as of January 12, 2018, all right, title, and interest of Jon E. Creighton in and to (1) Whole Life Insurance Policy, Dated September 15, 2015 with Guardian Life Insurance Policy owned by Jon E. Creighton, State of North Carolina, have been permanently assigned to Buncombe County.

Please be advised that all of the obligations and rights of the undersigned in and to the said Policy is now the responsibility of the new party to the Policy.

Brownie Newman  
Brownie Newman, Chairman,  
Buncombe County Board of Commissioners

### Assignment of Whole Life Insurance Policy

This Assignment of Life Insurance Policy (the "Assignment") is made and entered on February ~~21st~~, 2018, by and between Patricia C. Freeman, ("Assignor") and Buncombe County, a body politic, organized under the laws of the State of North Carolina ("Assignee")(collectively referred to as the "Parties"). Assignor is the owner of a whole life insurance policy No. 6860152 issued on September 15, 2015 by Guardian Life Insurance Company (herein "Policy").

Whereas, on or around September 15, 2015, Assignor received the pre-paid whole life insurance Policy # 6860152, from Buncombe County represented to her by the then County Manager, Wanda Greene, to be deferred compensation (herein "Policy"); and

Whereas, County Manager Greene represented to Assignor that the County Commissioners had approved the funding for and purchase of the Policy; and

Whereas, on or around July 1, 2017, the State Bureau of Investigation began investigating certain actions taken by Wanda Greene as County Manager for Buncombe County; and

Whereas, there are questions as to whether the County Commissioners specifically approved the funding for and purchase of the Policy; and

Whereas, the SBI and U.S. Attorney had placed a now expired 60-day hold on releasing any documents involved in the investigation; and

Whereas, by reason of the questions raised as to County specific approval of the funding for and purchase of said Policy and other similar transactions, Assignor desires to transfer and assign the Policy to the County so that the County might recover any unused prepaid premiums made therefor.

The Parties now agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns and transfers the Policy without limitation to Assignee including all assignable benefits, interest, property and rights in the Policy held by Assignor.
2. **ASSUMPTION OF OBLIGATIONS:** Assignee acknowledges the receipt of a copy of the Policy. Assignee hereby accepts all of Assignor's interests, rights, duties and obligations remaining in the Policy.
3. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns.
4. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

5. NOTICE: Any notice required or otherwise given pursuant to this Assignment shall be in writing and delivered to:

Assignor:  
Patricia Freeman  
c/o Hyler & Lopez P.A.  
38 Orange Street  
Asheville, NC 28801

Assignee:  
Buncombe County  
c/o the County Manager  
205 College Street, Suite 300  
Asheville, NC 28801

6. In the event any additional forms or documents are required by Guardian Life Insurance Company to complete the assignment and transfer of all of Assignor's rights in and to the aforesaid Policy # 6850152 issued by said Company to Assignor, Assignor and Assignee hereby agree to promptly do so upon request.

7. WAIVER: The failure of either party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

Patricia C. Freeman  
Patricia C. Freeman

ASSIGNEE:

BUNCOMBE COUNTY

By: Brownie Newman  
Brownie Newman, Chairman  
Buncombe County Board of Commissioners

NOTICE OF ASSIGNMENT OF WHOLE LIFE INSURANCE POLICY

Date: February 21, 2018

To: Guardian Life Insurance Company

Re: Assignment of Whole Life Insurance Policy No. 6860152

To Whom It May Concern:

This notice is in reference to the following described contract:

Please be advised that as of February 21, 2018 all right, title, and interest of Patricia C. Freeman in and to (1) Whole Life Insurance Policy, Dated September 15, 2015 with Guardian Life Insurance Policy owned by Patricia C. Freeman, State of North Carolina, have been permanently assigned to Buncombe County.

Please be advised that all of the obligations and rights of the undersigned in and to the said Policy is now the responsibility of the new party to the Policy.

Brownie Newman

Brownie Newman, Chairman  
Buncombe County Board of Commissioners

**Assignment of Whole Life Insurance Policy**  
**Assignment of Whole Life Insurance Policy No. 6900857**

This Assignment of Life Insurance Policy (the "Assignment") is made and entered on 8/17/2018 by and between Michael G. Greene, ("Assignor") and Buncombe County, a body politic, organized under the laws of the State of North Carolina ("Assignee") (collectively referred to as the "Parties"). Assignor is the owner of a whole life insurance policy no. 6900857 issued on June 1, 2016 by The Guardian Life Insurance Company of America (herein "Policy").

Whereas, on or around June 1, 2016, Assignor received the pre-paid whole life insurance Policy # 6908689 from Wanda Greene; and

Whereas, by reason of the questions raised as to County specific approval of the funding for and purchase of said Policy and other similar transactions, Assignor desires to transfer and assign the Policy to the County so that the County might recover any unused prepaid premiums made therefor.

The Parties now agree as follows:

1. ASSIGNMENT: Assignor hereby assigns and transfers the Policy without limitation to Assignee including all assignable benefits, interest, property and rights in the Policy held by Assignor.
2. ASSUMPTION OF OBLIGATIONS: Assignee acknowledges the receipt of a copy of the Policy. Assignee hereby accepts all of Assignor's interests, rights, duties and obligations remaining in the Policy.
3. BINDING EFFECT: The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns.
4. GOVERNING LAW: This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.
5. NOTICE: Any notice required or otherwise given pursuant to this Assignment shall be in writing and delivered to:

Assignor:  
Michael G. Greene

**REDACTED**

Assignee:  
Buncombe County  
c/o the County Manager  
200 College Street, Suite 300  
Asheville, NC 28801

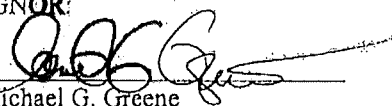


6. In the event any additional forms or documents are required by Guardian Life Insurance Company to complete the assignment and transfer of all of Assignor's rights in and to the aforesaid Policy # 6908689 issued by said Company to Assignor, Assignor and Assignee hereby agree to promptly do so upon request


7. WAIVER: The failure of either party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

By:   
Michael G. Greene

ASSIGNEE: BUNCOMBE COUNTY

By:   
Brownie Newman, Chairman

**NOTICE OF ASSIGNMENT OF WHOLE LIFE INSURANCE POLICY**

Date:

To: Guardian Life Insurance Company

Re: Assignment of Whole Life Insurance Policy No. 6900857

To Whom It May Concern:

This notice is in reference to the following described contract:

Please be advised that as of 8/17/2018, all right, title, and interest of Michael G. Greene in and to (1) Whole Life Insurance Policy, Dated June 1, 2016 with Guardian Life Insurance Policy owned by Michael G. Greene, State of North Carolina, have been permanently assigned to Buncombe County.

Please be advised that all of the obligations and rights of the undersigned in and to the said Policy is now the responsibility of the new party to the Policy.

**Assignment of Whole Life Insurance Policy**  
**Assignment of Whole Life Insurance Policy No. Policy Number 6908689**

This Assignment of Life Insurance Policy (the "Assignment") is made and entered on 8/17/2018 by and between Michael G. Greene, ("Assignor") and Buncombe County, a body politic, organized under the laws of the State of North Carolina ("Assignee") (collectively referred to as the "Parties"). Assignor is the owner of a whole life insurance policy no. 6908689 issued on June 1, 2016 by The Guardian Life Insurance Company of America (herein "Policy").

Whereas, on or around June 1, 2016, Assignor received the pre-paid whole life insurance Policy # 6908689 from Wanda Greene; and

Whereas, by reason of the questions raised as to County specific approval of the funding for and purchase of said Policy and other similar transactions, Assignor desires to transfer and assign the Policy to the County so that the County might recover any unused prepaid premiums made therefor.

The Parties now agree as follows:

1. ASSIGNMENT: Assignor hereby assigns and transfers the Policy without limitation to Assignee including all assignable benefits, interest, property and rights in the Policy held by Assignor.
2. ASSUMPTION OF OBLIGATIONS: Assignee acknowledges the receipt of a copy of the Policy. Assignee hereby accepts all of Assignor's interests, rights, duties and obligations remaining in the Policy.
3. BINDING EFFECT: The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns.
4. GOVERNING LAW: This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.
5. NOTICE: Any notice required or otherwise given pursuant to this Assignment shall be in writing and delivered to:

Assignor:  
Michael G. Greene

**REDACTED**

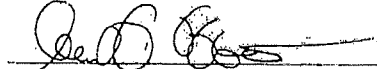
Assignee:  
Buncombe County  
c/o the County Manager  
200 College Street, Suite 300  
Asheville, NC 28801

6. In the event any additional forms or documents are required by Guardian Life Insurance Company to complete the assignment and transfer of all of Assignor's rights in and to the aforesaid Policy # 6908689 issued by said Company to Assignor, Assignor and Assignee hereby agree to promptly do so upon request

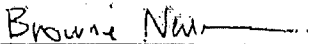
7. WAIVER: The failure of either party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

By:   
Michael G. Greene

ASSIGNEE: BUNCOMBE COUNTY

By:   
Brownie Newman, Chairman

**NOTICE OF ASSIGNMENT OF WHOLE LIFE INSURANCE POLICY**

Date:

To: Guardian Life Insurance Company

Re: Assignment of Whole Life Insurance Policy No. 6908689

To Whom It May Concern:

This notice is in reference to the following described contract:

Please be advised that as of 8/17/2018, all right, title, and interest of Michael G. Greene in and to (1) Whole Life Insurance Policy, Dated June 1, 2016 with Guardian Life Insurance Policy owned by Michael G. Greene, State of North Carolina, have been permanently assigned to Buncombe County.

Please be advised that all of the obligations and rights of the undersigned in and to the said Policy is now the responsibility of the new party to the Policy.

### Assignment of Annuity

This Assignment of an Annuity Contract (the "Assignment") is made and entered on December 8, 2017, by and between Marshall Vehaun, ("Assignor") and Buncombe County, a body politic, organized under the laws of the State of North Carolina ("Assignee") (collectively referred to as the "Parties"). Assignor is the owner of an annuity, contract no. 105006912 issued on September 12, 2016 by Guardian Insurance and Annuity Company, Inc. (herein "Policy").

Whereas, Assignor received the Policy from Buncombe County represented to Assignor by the then County Manager, Wanda Greene, to be deferred compensation; and

Whereas, on or around July 1, 2017, the State Bureau of Investigation began investigating certain actions taken by Wanda Greene as County Manager for Buncombe County; and

Whereas, there are questions as to whether the County Commissioners specifically approved the funding for and purchase of the Policy; and

Whereas, the SBI and U.S. Attorney had placed a now expired 60-day hold on releasing any documents involved in the investigation; and

Whereas, by reason of the questions raised as to the County's specific approval of the funding for and purchase of said Policy and other similar transactions, Assignor desires to transfer and assign the Policy to the County so that the County might recover any unused prepaid premiums made therefor.

The Parties now agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns and transfers the Policy without limitation to Assignee including all assignable benefits, interest, property and rights in the Policy held by Assignor.
2. **ASSUMPTION OF OBLIGATIONS:** Assignee acknowledges the receipt of a copy of the Policy. Assignee hereby accepts all of Assignor's interests, rights, duties and obligations remaining in the Policy.
3. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns.
4. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.
5. **NOTICE:** Any notice required or otherwise given pursuant to this Assignment shall be in writing and delivered to:

Assignor:

Assignee:

Marshall Vehlant  
**REDACTED**

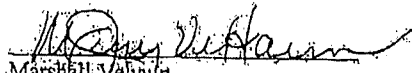
Buncombe County  
c/o the County Manager  
200 College Street, Suite 300  
Asheville, NC 28801

6. In the event any additional forms or documents are required by Guardian Insurance and Annuity Company, Inc. to complete the assignment and transfer of all of Assignor's rights in and to the aforesaid Policy issued by said Company to Assignor, Assignor and Assignee hereby agree to promptly do so upon request.

7. WAIVER: The failure of either party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.


IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

  
Marshall Vehlant

ASSIGNEE:

BUNCOMBEE COUNTY

By:   
Brownie Newman, Chairman

NOTICE OF ASSIGNMENT OF WHOLE LIFE INSURANCE POLICY

Date: December 8, 2017

To: Guardian Insurance and Annuity Company, Inc.

Re: Assignment of Annuity Contract No. 105006912

To Whom It May Concern:

This notice is in reference to the following described contract:

Please be advised that as of December 8, 2017, all right, title, and interest of Marshall Vebau in and to (1) Annuity Contract No. 105006912, issued September 12, 2016 with Guardian Insurance and Annuity Company, Inc. owned by Marshall Vebau, State of North Carolina, have been permanently assigned to Buncombe County.

Please be advised that all of the obligations and rights of the undersigned in and to the said Policy is now the responsibility of the new party to the Policy.

Bonnie New